

The undersigned, Scheetz-Ingletor, Inc., by J. Michael Scheetz, President and Mark Sinterby, Vice-President being the owners of the wild-
estate, do hereby lay out plat and subdividing the same into lots and streets in accordance with the within plat. The within plat shall be known
as Heartstone - Section 1, an Addition in Marion County, Indiana.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one structure shall be allowed on a lot, except as otherwise provided.
35 feet in height may be erected or maintained on said lot.
3. No one-story house shall be erected on any lot in this Addition having a main floor area of less than 900 square feet or one-story
one-story shall have a main floor area of less than 660 square feet except two of them porches, garages or casements.
4. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent
in any lot in this Addition.
5. Front building and setbacks are established as shown on this plat between which lines and the right-of-way lines of the street, to be
erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 4 and 6 feet above
be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting
from the intersection of said street lines or in the case of rounded property corners from the intersection of the street lines extending
sighting limitations shall apply to any lot within 15 feet from the intersection of a street line with the edge of a driveway, lawn
No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height
obstruction of the sight line.
6. No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be
to the neighborhood.
7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets
provided that they are not kept, bred, or maintained for any commercial purposes.
8. There are strips of ground as shown on the within plat marked DATE (Drainage and Utility Easement), DUSE (Drainage/Utility and Sewer
SAGE (Sewer and Utility Easement), which are reserved for the use of public utility companies not including transportation companies
tion and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the Authority of the City of Indian
Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The
lots in this Addition, however, shall take their title subject to the rights of the public utilities and other owners of said lots in
to said easements herein created for ingress and egress to, along and through the strips so reserved.
9. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by
law of any settling tank, absorption and/or structure erected or maintained in violation thereof is hereby created and reserved to the
several lots in this subdivision, hereby by its and assigns, and the Metropolitan Development Commission, their successors, assigns,
entitled to such relief without being required to show any damage of any kind to any such owner or owners or of or through any such lot
violations. Such provisions shall be in full force and effect for twenty-five (25) years from recording date. At which time said provisions
automatically extended for successive periods of ten (10) years unless by vote or authorization of the then owners of the lots, or by
the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no wise affect any of the
which shall remain in full force and effect.
10. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the
drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis, and the requirements of all drawings
for this plat issued by the said Department.
11. There shall be no means of egress for pedestrian or vehicle) to East 91st Street from the rear of lots numbered 1, 2, 3, 4, 5, 7, 8, and 73.
12. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them.
13. No structure, building, or tree in the subdivision shall be in excess of 40 feet in height. The Indianapolis Airport Authority, its
assigns shall have the right to enforce this restriction by appropriate legal proceedings.
14. The owners of lots within the subdivision recognize and acknowledge that an airport currently known as Indianapolis Metropolitan Airport
Indianapolis Airport Authority exists approximately .45 miles north of the subdivision and that aircraft using such airport and its runways
using the air space above the subdivision. The owners of the lots within the subdivision hereby waive and release any claim or cause of
which such owners may now have or which they may have in the future against the Indianapolis Airport Authority, its directors, committee
members and assigns due to noise, vibrations, fumes, dust, fuel particles or other effects as may be suffered and sustained by
safe operation of aircraft now known or hereafter used for navigation of or flight in the sky and using the above described airport or
or as it may in the future exist. The owners of the lots within the subdivision further recognize and acknowledge that the Indianapolis
Authority is planning the construction of a new Northeast/Southwest aligned runway scheduled to be completed in 1968 which is proposed
the majority of airport operations.

7. No animals, livestock, or poultry shall be kept on the premises...

8. There are strips of ground as shown on the within plat marked Drainage and Utility Easement... which are reserved for the use of public utility companies...

9. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal of any structure...

10. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the drainage plan...

11. There shall be no means of ingress (pedestrian or vehicle) to East 91st Street from the rear of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, and 9.

12. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them.

13. No structure, building, or tree in the subdivision shall be in excess of 40 feet in height. The Indianapolis Airport Authority...

14. The owners of lots within the subdivision recognize and acknowledge that an airport currently known as Indianapolis Metropolitan Airport... which such owners may now have or which they may have in the future...

15. The utility lines and antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction shall not apply to utility lines and antennas...

16. All covenants shall be approved in writing by Scheetz-Singleton, Inc., their successors or assigns before any construction. IN WITNESS WHEREOF, the undersigned have hereunto caused its and their names to be subscribed this 11th day of May, 1983.

BY: [Signature] V.P. VICE-PRESIDENT
MARK SINGLETON, VICE-PRESIDENT

NOTARY PUBLIC
STATE OF INDIANA
CO. OF MARION
BEFORE ME a Notary Public in and for the County and State, personally appeared Scheetz-Singleton, Inc., J. Michael J. Scheetz, President, and Mark Singleton, Vice-President, and acknowledge the execution of the above foregoing instrument as their voluntary act and deed.

THIS INSTRUMENT PREPARED BY SCHNEIDER ENGINEERING CORPORATION
JOHN V. SCHNEIDER, VICE-PRESIDENT

Table with columns: DRA, BY, DATE